



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
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REQUEST FOR OFFER
VoteCal Statewide Voter Registration System (VoteCal)
Independent Verification and Validation Consulting
RFO # 06-029
Addendum #02

February 22, 2007

The following changes are hereby indicated in bold to RFO #06-029:

- General Information Item 2 entitled Key Dates (Page 3)

<u>Event</u>	<u>Date</u>
Release of RFO	10/30/2006
Release of Addendum #01	11/30/2006
Release of Addendum #02	02/22/2007
RFO Response Submission Due date (and time)	03/15/2007 5:00 p.m.
Contractor Presentations and Interviews (as appropriate)	03/22/2007
Anticipated Contract Award	03/29/2007

Except as stated herein this Addendum, all other terms and conditions of this RFO shall remain the same.



BRUCE McPHERSON | SECRETARY OF STATE | STATE OF CALIFORNIA

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REQUEST FOR OFFER

VoteCal Statewide Voter Registration System (VoteCal)

Independent Verification and Validation Consulting

RFO # 06-029

Addendum #01

November 14, 2006

The following changes are hereby indicated in bold and strikethrough to RFO #06-029:

- General Information Item 2 entitled Key Dates (Page 3)

Event

Date

Release of RFO

10/30/2006

RFO Response Submission Due date (and time)

~~11/17/2006 5:00 p.m.~~ **TBA**

Contractor Presentations and Interviews (as appropriate) ~~11/27/2006~~ **TBA**

Anticipated Contract Award

~~12/15/2006~~ **TBA**

The final due date of RFO a # 06-029 response is hereby extended until further notice. It is anticipated that responses will be due in December 2006 or January 2007. Once a new date has been finalized and set, the Secretary of State's Office will notice all MSA vendors via an addendum to be issued no later than ten (10) business days of new due date.

- Attachment A, Statement of Work, Item 5.1 entitled Project Duration (Page11)

Proposers may assume that this engagement will ~~span over eighteen months~~ **continue through the duration of the Vote Cal project, which is expected to be complete December 2009**, with the option to renew/amend the agreement through the end of the Statewide Voter Registration DB Project.

Except as stated herein this Addendum, all other terms and conditions of this RFO shall remain the same.



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REQUEST FOR OFFER

RFO #: 06-029

For:

**VoteCal Statewide Voter Registration System (VoteCal)
Independent Verification and Validation Consulting**

LPAER No: 021

For: Information Technology Consulting Services (Category 1.A)

Date: October 30, 2006

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these goods and/or services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A, B, and C. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed Master Services Agreement (MSA) contract.

Read the attached document carefully. The RFO due date is: Friday, November 17, 2006 at 5:00 p.m. Responses to this RFO and any required copies must be submitted by mail or hand delivered, clearly labeled to the department contact noted below.

Department Contact:

Cathy Blair, Contract Administrator
Secretary of State
1500 11th Street Room 460
Sacramento, Ca 95814
(916) 653-5974
Fax (916) 653-8324
Contractservices@ss.ca.gov

General Information

1. Background and Purpose of the RFO

The Secretary of State (SOS) has released this Request for Offer in order to solicit for Independent Verification and Validation (IV&V) consulting services. The SOS Information Technology Division (ITD) is seeking a IV&V for the HAVA Statewide Voter Registration Database (VoteCal) Project. The IV&V oversight activities increase the project's probability for success by forewarning SOS of real or potential adverse situations, ensuring that information technology (IT) projects are properly structured, and all necessary project plans, resources, personnel and other critical components have been identified, created, addressed and/or obtained prior to implementation. Further detailed information to be found in the State's Scope of Work (SOW). This contract is anticipated to be awarded mid-December 2006 and continue through the duration of the VoteCal Project, which is expected to be complete in December 2009.

The SOS will also engage separate contractors for Project Management Consultants, Independent Project Oversight Consultants (IPOC) and for a consultant to assist in conducting the system integration procurement and in developing the Special Project Report after completion of that procurement. Contractors who are awarded one of these contracts may be prohibited by conflict of interest guidelines from engaging for other contracts related to this project; however, bidders may submit proposals in response to some or all of these engagements to ensure maximum opportunity to compete and participate in this project.

2. Background

On October 29, 2002, the Help America Vote Act (HAVA) adopted by Congress became law. HAVA mandates that each state implement a uniform, centralized, interactive, computerized voter registration database that is defined, maintained and administered at the state level. The Secretary of State's office has initiated a project called the HAVA Statewide Voter Registration Database (VoteCal) Project to develop operational capabilities to meet the requirements of HAVA.

HAVA requires a database which must contain the name and registration information of every legally registered active or inactive voter in the state. This system will constitute the official record of all registered voters. It must serve as the single system for storing and managing the official list of registered voters in the state. In addition, it must be the official registration list for conducting all federal elections, which occur in June and November of every even-numbered year and whenever a midterm vacancy occurs.

HAVA also imposes new requirements on voters, state and local elections officials, DMV, the California Department of Corrections (CDC), and the Department of Health Services (DHS).

3. Description of Project to Be Overseen

This project will develop a Statewide Voter Registration database and system that is fully compliant with the requirements of the 2002 Help America Vote Act (HAVA). This system will be a single, uniform, official, centralized, interactive and secure computerized statewide voter registration list defined, maintained and administered at the State level that will serve as the official list of registered voters for the conduct of all elections.

As required by HAVA, the system must include electronic data interfaces for exchange of data with the Department of Corrections, the Department of Health Services, the Department of Motor Vehicles, as well as other state agencies. The system must also be compliant with California's "motor voter" law seeking voter registrations when individuals visit or do business at DMV offices. It will also include an interface with the Department of Motor Vehicles for verification of registrant

identity, including Driver's License or State ID number and the last four digits of the Social Security number as required by HAVA.

The system will provide support for county/local elections officials to view, add, delete and update voter registration and related data electronically. The system will also provide the ability to scan, store and retrieve images of registration documents. Appropriate audit logs and security provisions will be installed to monitor and control access to the database.

Lastly, there will be a secure Internet web-based interface for the public such that individuals can access only their personal voter data, including but not limited to:

- Current registration and party affiliation
- Assigned precinct and polling place
- The political jurisdictions in which the voter resides
- The upcoming local elections for that voter, as well as historic local elections for that voter's jurisdictions.
- Sample ballot and voting system instructions for upcoming elections

The project will be undertaken as a business-based procurement for a system integrator which will perform all development and implementation tasks and will be responsible for providing and installing all hardware and software. The project has been approved to proceed through the procurement phase, but must obtain separate approval before award of the contract for the system integrator.

2. Key Dates

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offeror's are advised of the key dates and times shown below and are expected to adhere to them.

<u>Event</u>	<u>Date</u>
1. Release of RFO	10/30/2006
2. RFO Response Submission Due date (and time)	11/17/2006 5:00 p.m.
3. Contractor Presentations and Interviews (as appropriate)	11/27/2006
4. Anticipated Contract Award	12/15/2006

3. RFO Response Requirements

This RFO and the offeror's response to this document will be made part of the ordering department's Purchase Order and procurement contract file.

Responses must contain all requested information and data and conform to the format described in this section. It is the offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B provided as required below.

The offeror must submit one (1) original, three (3) copies, and one (1) electronic PDF version on compact disk, of their response to the department contact name and address contained on the cover sheet to this RFO.

4. RFO Response Content

The majority of the information required to respond to this RFO is contained in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B. However, responses submitted to this RFO must include a cover letter with the following identification and contact information:

1. Company name, mailing address and telephone number.
2. Name and e-mail address of contact person.
3. Master Services Agreement (MSA) number.
4. Submission date of the proposal.
5. Federal Employer Identification Number.
6. If applicable, Disabled Veteran Business Enterprise self-certification or identification of, and tasks/percentages, for disabled veteran business enterprise sub-contractor(s).
7. If applicable, Small Business Certification number.
8. A duly authorized representative of the vendor must sign the proposal certifying that the proposal is a valid and binding offer and that he/she is authorized to sign the proposal.

Responses to this RFO must also include:

- a) Copy of Master Services Agreement between offeror and Department of General Services for Information Technology Consulting Services.
- b) Response to State's Scope of Work, Attachment A:
The offeror's "Statement of Work" responds to the State's Scope of Work and will be used to evaluate responsiveness to requirements. This Statement of Work response must map each task/deliverable item back to the Attachments. The response must include any additional information that the offeror deems necessary to explain how the Contractor intends to meet the State's requirements. The Statement of Work needs to contain the following as appropriate:
 1. Overview of the required tasks and outcomes,
 2. Description of how the tasks will be performed,
 3. Work plan for each task, including sub-task description,
 4. Samples of work from other projects, or outlines of what deliverables are proposed for the required Tasks,
 5. Organization chart that identifies the proposed contract team,
 6. Resumes for each identified member of the contract team, detailing experience meeting the State's requirements,
 7. Any other requirements shown in the State's Scope of Work document.
- c) Response to Attachment B:
Response to the Cost Worksheet, Attachment B. If cost only, this Attachment will outline the costs required to be provided by the offeror. If best value, this Attachment will detail the staff hours by classification, hourly rate per classification, by task(s) and deliverable(s), see format in Attachment B. These costs must map by each classification to the offeror's Statement of Work.
- d) California Disabled Veteran Business Enterprise (DVBE) Program Requirements:
The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. The offeror must complete and return all the appropriate pages in order for the bid to be considered responsive

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe/default.htm. Select "DVBE Resource Packet" under "Related Links".

The Secretary of State hereby waives the requirement of Advertisements as part of Option B, Good Faith Effort.

The DVBE package and the required submittal forms can be found at the Internet website: www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc

5. Presentations and/or Interviews

The Secretary of State's Office, at its discretion, may request a presentation and/or interview from any or all offeror's. In the event presentations and/or interviews are requested, the Department Contact will contact the offeror to schedule a time for the presentation to occur on Monday, November 27, 2006. In the event scheduling difficulties arise for all parties, the Secretary of State may choose to hold interviews on Tuesday, November 28, 2006 as well. The offeror's proposed key project staff identified on the Organization Chart must be in attendance.

Review of Offers for Award

Responses to this RFO will first be reviewed for responsiveness to the requirements of Attachment A and B. If a response is missing information required in either Attachment it may be deemed not responsive. Further review is subject to department's discretion.

Award of a contract resulting from this RFO against a MSA contract will be based on a "best value" method that includes cost as a factor.

The following the criteria and corresponding points that will be used to determine the winning offer.

Administrative Criteria	20%	60 points
Technical Criteria	40%	120 points
Cost	<u>40%</u>	<u>120 points</u>
Total	100%	300 points

Administrative Criteria:

- The Organization Chart identifies all proposed project team members and tracks each person to the pertinent task – 25 points maximum
- Resumes are included for each proposed project team member. They describe the experience levels in detail and support the Statement of Work. The more experience that supports the Statement of Work, the more points that will be given– 35 points maximum

Technical Criteria:

- Outlines and examples of deliverables from other projects are acceptable and support the Statement of Work – 20
- Proposed Tasks and Deliverables accomplish the project goals – 50
- Work Plan supports the Tasks and Deliverables proposed in the Statement of Work – 50

Cost Criteria:

The "Best Value" calculation, which will be used, will be as follows:

$$(\text{Bid Price} \div \text{lowest bid}) = \text{___\%} \quad \text{___\%} \times 120 = \text{cost points}$$

Example:

	<u>Offer 1</u>	<u>Offer 2</u>	<u>Offer 3</u>
Admin Score	30 pts	40 pts	54 pts
Tech Score	<u>82 pts</u>	<u>95 pts</u>	<u>86 pts</u>
<u>Total Points</u>	112	135	140

Cost	<u>\$330,000</u> \$285,000	<u>\$285,000</u> \$285,000	<u>\$420,000</u> \$285,000
Cost points	.86 x 120 = 103.2	100 x 120 = 120	.68 x 120 = 81.6
Grand Total	112 + 103.2 = 115.2	135 + 120 = 255	140 + 81.6 = 221.6

In this example, the award goes to Offer 2 as the response that scored the highest points from amongst the Administrative and Technical Criteria as shown in the RFO, combined with the calculated Cost points.

6. Additional Provisions

The agreement resulting from this solicitation will be supported by federal funds; therefore, this Agreement will be subject to additional conditions in addition to those included in the State's Information Technology Consulting Services Master Services Agreement. Please see Attachment C, Additional Provisions, for these further requirements.

Attachment A – Scope of Work

1.0 PURPOSE

This Statement of Work (SOW) reflects the services and deliverables to be provided by the Independent Verification and Validation (IV&V) contractor, hereinafter referred to as “Contractor,” while serving as the IV&V consultant to the Secretary of State, hereinafter referred to as “SOS” for the VoteCal Statewide Voter Registration Database project. This final SOW will be governed by and incorporate the terms and conditions of the Master Services Agreement (MSA) for Information Technology (IT) Consulting Services.

The VoteCal project is a requirement of the “Help America Vote Act” (HAVA) signed by the President in 2002. HAVA requires each state to develop and use a state managed uniform centralized voter registration “list” (database) as a central source of voter registration information for all federal elections. The IV&V oversight activities increase the project’s probability for success by forewarning SOS of real or potential adverse situations, ensuring that information technology (IT) projects are properly structured, and all necessary project plans, resources, personnel and other critical components have been identified, created, addressed and/or obtained prior to implementation.

A separate contractor will be engaged to provide Independent Project Oversight Consulting (IPOC). This engagement is for IEEE (or substantially similar) standard IV&V of the software development activities associated with this project and will focus on requirements traceability and software product quality verification throughout the Software Development Lifecycle. The VoteCal project will use a business-based procurement to select a system integration contractor to supply a complete technical solution to meet the SOS business requirements for the voter registration database. Because the system integration bidders are free to propose a variety of technical solutions, involving potentially varying amounts of new software development, the ultimate size and scope of this engagement will be determined after the system integration contract is awarded. The approved Feasibility Study Report for the VoteCal project estimates a one-time software development cost of \$32,684,310. The SOS will use that estimate to conduct this solicitation.

The SOS will also engage separate contractors for Project Management, Independent Project Oversight Consultant (IPOC), and for a consultant to assist in conducting the system integration procurement and in developing the Special Project Report after completion of that procurement. Contractors who are awarded one of these contracts may be prohibited by conflict of interest guidelines from engaging for other contracts related to this project; however, bidders may submit proposals in response to some or all of these engagements to ensure maximum opportunity to compete and participate in this project.

2.0 BACKGROUND

On October 29, 2002, the Help America Vote Act (HAVA) adopted by Congress became law. HAVA mandates that each state implement a uniform, centralized, interactive,

Attachment A – Scope of Work

computerized voter registration database that is defined, maintained and administered at the state level. The Secretary of State's office has initiated a project called the HAVA Statewide Voter Registration Database (VoteCal) Project to develop operational capabilities to meet the requirements of HAVA.

HAVA requires a database which must contain the name and registration information of every legally registered active or inactive voter in the state. This system will constitute the official record of all registered voters. It must serve as the single system for storing and managing the official list of registered voters in the state. In addition, it must be the official registration list for conducting all federal elections, which occur in June and November of every even-numbered year and whenever a midterm vacancy occurs.

HAVA also imposes new requirements on voters, state and local elections officials, DMV, the California Department of Corrections (CDC), and the Department of Health Services (DHS).

3.0 DESCRIPTION OF PROJECT TO BE OVERSEEN

This project will develop a Statewide Voter Registration database and system that is fully compliant with the requirements of the 2002 Help America Vote Act (HAVA). This system will be a single, uniform, official, centralized, interactive and secure computerized statewide voter registration list defined, maintained and administered at the State level that will serve as the official list of registered voters for the conduct of all elections.

As required by HAVA, the system must include electronic data interfaces for exchange of data with the Department of Corrections, the Department of Health Services, the Department of Motor Vehicles, as well as other state agencies. The system must also be compliant with California's "motor voter" law seeking voter registrations when individuals visit or do business at DMV offices. It will also include an interface with the Department of Motor Vehicles for verification of registrant identity, including Driver's License or State ID number and the last four digits of the Social Security number as required by HAVA.

The system will provide support for county/local elections officials to view, add, delete and update voter registration and related data electronically. The system will also provide the ability to scan, store and retrieve images of registration documents. Appropriate audit logs and security provisions will be installed to monitor and control access to the database.

Lastly, there will be a secure Internet web-based interface for the public such that individuals can access only their personal voter data, including but not limited to:

- Current registration and party affiliation
- Assigned precinct and polling place
- The political jurisdictions in which the voter resides

Attachment A – Scope of Work

- The upcoming local elections for that voter, as well as historic local elections for that voter's jurisdictions.
- Sample ballot and voting system instructions for upcoming elections

The project will be undertaken as a business-based procurement for a system integrator which will perform all development and implementation tasks and will be responsible for providing and installing all hardware and software. The project has been approved to proceed through the procurement phase, but must obtain separate approval before award of the contract for the system integrator

4.0 SCOPE OF WORK (SOW)

4.1 Scope of Work: Independent Verification & Validation (IV&V) Services

To ensure success, it is essential that IV&V be applied to this project in a manner consistent with the applicable industry standards. Verification is an iterative process aimed at determining whether the product of each step in the system development life cycle (a) fulfills all the requirements levied on it by the previous step, and (b) is internally complete, consistent, and correct enough to support the next phase of the project. Validation is the process of executing software and exercising the hardware, and comparing the test results against the required performance.

All tasks and activities will be performed in accordance with the applicable Institute of Electrical and Electronics Engineers (IEEE) standard(s) (or equivalent standard that is substantially similar). At a minimum, IEEE standards 1012-1998 (Software Verification and Validation) and 12207-1995 (Software Life Cycle Processes) should be applied.

4.1.1 Tasks and Responsibilities

This scope of work is comprised of the following tasks:

- Task Management
- Reporting to Project Stakeholders
- Development Oversight
- Deliverables and Work Products

5.1.2 Task 1: Task Management

- Generate, deliver and update, when required, an IV&V Plan (IVVP) using IEEE Standard 1012-1998 as a guide. The IVVP should describe the tasks and approaches to IV&V in support of the project, including methodologies and processes.
- Generate and maintain a detailed work plan for accomplishing the IV&V tasks. A description of activities following the current work plan should be delivered with the monthly status report.
- Deliver status reports to the project management team at weekly status meetings.

Attachment A – Scope of Work

- Generate and deliver monthly status reports. The reports will describe activities performed for all tasks.
- Participate in project status meetings to provide findings and recommendations.

4.1.3 Task 2: Reporting to Stakeholders

- Provide monthly status reports to the SOS project directors.
- Provide oral status briefings and reports to the department HAVA Steering Committee on a periodic basis and to SOS management as needed.

4.1.4 Task 3: Development Oversight

- Review procurement documents including solicitation documents and evaluation plans / criteria prior to release for bid and provide recommendations in a written report.
- Participate in business based procurement process by evaluating whether proposed reuse software is suitable for the proposed use, assess the architecture of each proposal for feasibility, and evaluate the degree to which each proposal meets or exceeds each system requirement or desirable characteristic. Provide findings both in written reports to the SOS procurement team and verbally during confidential vendor discussions.
- Review and analyze project system development documents (such as architecture, requirements and design documents) and Contractor deliverables for accuracy, completeness, and content. Development documents should conform to industry standards, such as the IEEE (or substantially similar standard). Provide findings in a written report, consistent with State review periods.
- Review system hardware and software configuration and report on any suitability, compatibility and obsolescence issues.
- Perform a detailed review of the software architecture for feasibility, consistency, maintainability, and adherence to industry standards. Provide findings in a written report.
- Analyze system application, network, hardware and software operating platform performance characteristics relative to expected and/or contractually guaranteed results and industry standards and expectations. Review and analyze system capacity issues. Provide findings in a written report.
- Verify that system and software requirements are correct, complete, traceable and testable, and verify that test plans, test methodology, and acceptance criteria are sufficient to validate system requirements and operational needs.
- Monitor the requirements traceability effort and conformity to IEEE (or substantially similar) standards. Assess traceability of the system requirements according to design, code, test and training documentation to ensure tracing is logical and complete. Provide assessments in written reports as each software development phase is completed.

Attachment A – Scope of Work

- Provide assessments, in a written report, of design and implementation issues that arise.
- Inventory and review the system application software for completeness, maintainability, and adherence to programming standards for the project. Provide findings in a written report.
- Participate in periodic Contractor reviews to ensure appropriate products and activities have been completed. Provide an evaluation of readiness to enter the next phase of the system life cycle. Summarize findings in a post-review report.
- Review system and acceptance test plans, procedures and execution for compliance with IEEE (or substantially similar) standards. Monitor test execution and/or participate in test reviews. If requested, validate test results. Provide findings in a written report for each test phase.
- Monitor developer training; review user and maintenance and operations documentation to ensure sufficient knowledge transfer for maintenance and operation of the new system.

4.1.5 Deliverables and Work Product

The table below outlines the deliverables to be produced by the Contractor during this engagement.

Deliverable	Completion Date	Acceptance Criteria
Weekly Status Reports	Weekly	Delivery and Approval
Monthly Status Reports	5 working days after end of previous month	Delivery and Approval
IV&V Plan	30 days after contract start	Compliance with standard
Update IV&V Plan	Monthly	Compliance with standard
Deliverable Assessments	Per project schedule	Compliance with standard
Phase Summary Reports	Per schedule	Compliance with standard

5.0 PROJECT STRUCTURE

5.1 Project Duration

Proposers may assume that this engagement will span over eighteen months, with the option to renew/amend the agreement through the end of the Statewide Voter Registration DB Project.

Attachment A – Scope of Work

5.2 Issue Escalation and Point of Contact

The SOS Project Director is the initial point of contact for issues regarding this project.

5.3 Issue Resolution

When a problem or issue arises, the Contractor will immediately report it to the SOS Project Director. Escalation of unresolved issues is the responsibility of the SOS Project Director.

5.4 Controls

In completing the tasks within this scope of work, the Contractor will comply with the following standards:

- Contractor shall follow project management industry standards (i.e. PMBOK®).
- IEEE or substantially similar standard for IV&V, as proposed and accepted in response to this SOW.

5.5 Change Control

If unanticipated changes of the Contractor's approved project management plan and schedule are required during the course of the project, the Contractor shall document the changes in a Change Control Document. The Contractor shall request approval of each change in writing from the SOS Project Director. At the time the Contractor or SOS identifies an unavoidable change that will require modification of the baseline project plan or other issues materially affecting the project plan, all work shall stop on the impacted objective until the changes are approved.

5.6 Knowledge and Abilities

The Contractor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined above. The contractor must provide a project leader who will participate in most contract activities and will review and approve all deliverables. This project leader must have performed in this role using the proposed IV&V standard for at least one project of similar size, type and complexity. SOS must approve all Contractor resources.

5.7 Contractor Facilities

SOS expects Contractor staff to perform most work related to this engagement on-site at the SOS Sacramento office. The Contractor should provide a listing of requirements for SOS supplied space and equipment. SOS will provide networked desktop computers for the Contractor staff to use for this engagement. These computers will have Microsoft Windows 2000 Professional, Microsoft Project 2000, Microsoft Office 2000, and Microsoft Outlook, and other supportive software installed.

Attachment A – Scope of Work

5.8 Project Updates, Status Reports, and Meetings

The Contractor will attend and report status at a weekly project status meeting with the Project's Executive Steering Committee and SOS Project Director. The Contractor will also submit monthly written status reports to the SOS Executive Steering Committee and SOS Project Director. Additionally, the Contractor will update the project work schedule when the schedule has changed by more than 10 percent.

5.9 Key Contractor Personnel

The Contractor shall identify the lead and supporting personnel who will be responsible for the completion of all tasks during the engagement including a statement defining each individual's qualifications and a corresponding resume. The Contractor will also identify a Engagement Manager in their organization that will provide oversight and guidance for the Contractor staff assigned to this project. The Contractor's Engagement Manager will be SOS' point of contact regarding any issues that arise concerning the engagement. The Contractor's Engagement Manager will also review all deliverables for quality and conformance to this SOW before they are submitted to SOS.

Personnel commitments made in the Contractor's offer shall not be changed without prior written approval of SOS unless caused by the resignation or death of the named individual. Staffing shall include these named individuals at the levels of effort proposed. SOS shall approve in advance and in writing any permanent or temporary changes to the Contractor's key personnel (project team). In addition to these key staff, the Contractor shall supply suitably knowledgeable staff necessary to complete the required deliverables within the Contractor's proposed timeframes. SOS reserves the right to require the removal of any member of the Contractor's staff from the project.

5.10 Personnel and Rates

The contract shall include a listing of the personnel who will perform each task described in this SOW and their salary rate. The State will be notified in writing of any changes in the personnel assigned to this task. For those individuals indicated as "key personnel" the procedures specified in Section 5.9 shall be followed when personnel changes occur.

SOS reserves the right to redirect the resources within the contract by modifying the total number of hours per task in accordance with the Change Control Process.

5.11 Project Budget

SOS reserves the right to change the total number of hours per task on an as-needed basis in accordance with the change management control process, provided that the total cost of this contract does not exceed the maximum amount proposed and accepted for the project size estimated in the FSR. In particular, the SOS will work with the Contractor to revise the project work plan and estimated hours per task after completion of the procurement for the system integration contractor.

Attachment A – Scope of Work

5.12 Invoices and Payment

The Contractor agrees to submit monthly invoices identifying hours charged by each consultant and the hours per task for each consultant staff person. SOS will pay the invoice only upon acceptance and approval of any related deliverables and upon satisfactory progress in the agreed upon work plan and schedule meeting all the requirements of this contract.

5.13 Failure to Perform

Contractor assumes all liability for performance of this contract and all subcontracts executed pursuant to or funded by this Contract, and hereby agrees to this Contract for Project Management Services as listed.

Further, the Contractor assumes full liability for and agrees to reimburse the State for Contractor's or any of Contractor's sub-Contractors' failure to comply with any term or condition of this Contract. Contractor shall assure that subcontracts are administered in accordance with this Contract, with any rules and regulations and with any amendments or changes thereto. Contractor agrees that SOS or its designated agent has full recourse against the Contractor for the failure to perform all or any part of this Contract.

Failure to meet on-site attendance requirements, and provide acceptable deliverables, milestones and status reports on time may subject Contractor to possible delay of payment and/or SOS pursuing remedies under this Contract in accordance with the General Provisions.

5.14 Acceptance of Deliverables and Milestones

All deliverables will be reviewed and approved by SOS. Deliverable due dates will reflect those approved in the Contractor's plan and schedule.

5.15 Standards and Policies

The Contractor shall adhere to SOS' minimum required IT standards, guidelines and policies. Contracted staff is expected to abide by the same standards and policies as State staff. The following regulations, standards, guidelines and policies serve as the minimum criteria for quality assurance management. These documents are:

- The IMSD Standards Manual
- Department of Finance TIRU/TOSU Project Oversight Framework and policies
- SOS Statewide Voter Registration DB (VoteCal) Project Plan
- SOS policies: Information Security, Internet, Drug-Free Workplace, Sexual Harassment
- Physical access restrictions

ATTACHMENT B – COST WORKSHEET

Offerors will use this document to prepare their corresponding document. Types of classifications will vary depending on the project

Job Title or Classification	Hours	Rate Per Hour	Extended Total	Task # or Name
Senior Project Manager				
Project Manager				
Sr. Tech. Lead				
Technical Lead				
Application Analyst				
Systems Analyst				
Sr. Programmer				
Staff Programmer				
Assoc. Programmer				
Instructor				

Subtotal \$ _____

Other Costs, Travel, (if allowed) etc. + _____

Total Costs \$ _____

ATTACHMENT C ADDITIONAL PROVISIONS

1. **Amendments**

The State reserves the right to amend this contract at a later date.

2. **Statewide Database Contracts**

Pursuant to Public Contract Code Section 10365.5, the vendor selected for this consulting engagement will be precluded from bidding on subsequent consulting, software or integration services for the VoteCal Project, California's HAVA compliant Statewide Voter Registration System solution.

3. **Hatch Act**

The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf.

4. **Funding**

- A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect any reduced amount;
- B. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

5. **Termination**

Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor.

6. **Commission, Percentage, Brokerage, or Contingent Fees**

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this project. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in the Statement of Work;
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) Include signed Contractor HAVA Activity Reports, please see sample which is Item 13 of this Exhibit, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and

Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

8. Subcontractors

Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of the Contractor.

9. Debarment and Suspension

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance

programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

10. Audit for use of Federal Funds

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

11. Application Of Federal Office of Management and Budget (OMB) Circulars

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>

12. Incompatible Activities

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office, which is detailed below.

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

13. **Contractor Activity Reports**

Please see the sample of Contractor HAVA Activity Report located on the following page.

CONTRACTOR HAVA ACTIVITY REPORT

NAME														COMPANY NAME														Month/Year		HAVA Coordinator's Approval									
Contract Number:														Location (Sacto/SF/LA/SD)																									
HAVA ACTIVITY HOURS																														PROGRAM TIME REPORTING									
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1				DELIVERABLE NAME	ORG	HOURS
1																																					(Taken from proposal and contract)		0.0
2																																							0.0
3																																							0.0
4																																							0.0
5																																							0.0
6																																							0.0
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23																																							0.0
24																																						MONTHLY TOTAL	0.0
MONTHLY TOTAL 0.00																																							
SIGNATURE OF CONTRACTOR																				DATE												DATE							